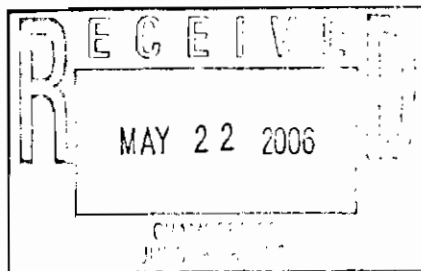


BROWN RAYSMAN

BROWN RAYSMAN MILLSTEIN FELDER & STEINER LLP



John C. Ohman
Partner
212 895 2290
E-mail: JOhman@BROWNRAYSMAN.COM
Web Site: WWW.BROWNRAYSMAN.COM

May 22, 2006

By Facsimile

Honorable Victor Marrero
United States District Judge
United States Courthouse
40 Centre Street, Room 414
New York, New York 10007

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DCC #:
DATE FILED: 5-23-06

Re: *Van Wagner Enterprises, LLC v. Alexander Brown*
Civil Action No. 04-CV-3882 (VM)

Dear Judge Marrero:

This firm represents Plaintiff Van Wagner Enterprises, LLC ("VW Enterprises") and we write pursuant to the Court's May 16, 2006 Order directing VW Enterprises to clarify the status of this action.

Background

As your Honor may recall, VW Enterprises commenced this action to enforce a promissory note (the "Note") executed by Defendant Alexander Brown ("Brown") in August 2002, evidencing his obligation to pay VW Enterprises the principal sum of £100,000. Mr. Brown answered, admitting that he executed the Note and asserting various affirmative defenses and a counterclaim seeking specific performance of his alleged "offset rights", monetary damages and judgment declaring that the Note is to be satisfied solely through a non-cash offset. In its reply, VW Enterprises has denied the material allegations of Mr. Brown's counterclaim, and has alleged that the Note became due and payable upon the termination of Mr. Brown's employment with Van Wagner UK, Ltd., an affiliate of VW Enterprises. VW Enterprises has also asserted several affirmative defenses, including that the counterclaim fails to state a claim upon which relief may be granted and that the causes of action contained therein are barred by estoppel, waiver, unclean hands, documentary evidence and the parol evidence rule.

Hon. Victor Marrero
May 22, 2006
Page 2

Current Status

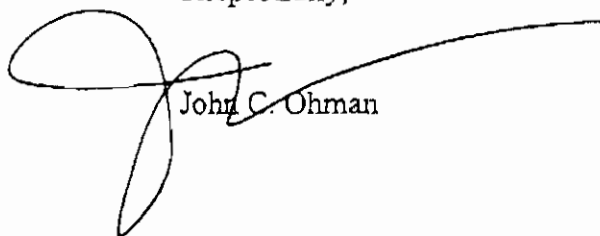
Mr. Brown, a resident of the United Kingdom ("UK"), is currently the subject of an insolvency proceeding in the UK. The indebtedness arising under the Note at issue in this lawsuit is one of many issues of concern in that proceeding. While Mr. Brown's indebtedness under the Note may indeed be resolved by the UK insolvency proceeding, we cannot be sure that such proceedings will address and satisfy the claims of VW Enterprises presently before this Court. This firm is not representing VW Enterprises or any other Van Wagner entity in connection with the UK proceedings, but we understand that an Official Receiver ("Receiver") has been appointed therein and that the Receiver's investigation into Mr. Brown's financial affairs is ongoing.

We note that, as far as we are aware, Mr. Brown has not, to date, sought to stay this action by reason of the pendency of the insolvency proceeding abroad. (The UK proceedings did not automatically stay this action as would have been the case had Mr. Brown become the subject of a bankruptcy petition arising under the U.S. Bankruptcy Code). Nonetheless in light of the foregoing, we respectfully request that this action be placed in suspense or stayed -- but not dismissed -- pending the resolution of Mr. Brown's UK insolvency proceeding.


In the event that your Honor declines to suspend or stay this action, we request that your Honor issue an Order directing the parties to appear for a scheduling conference. Mr. Brown's counsel of record withdrew, with the Court's permission, and to date, to our knowledge Mr. Brown has not retained counsel to represent him in this action.

Please let us know if your Honor requires any further clarification.

Respectfully,


John C. Ohman

cc: Alexander Brown
74 Undercliff Gardens
Leigh on Sea, Essex
United Kingdom, SS9 1ED
(via Overnight Mail)

<i>Request GRANTED. This action shall continue stayed and on the Court's Suspense Docket pending resolution of the insolvency proceeding in the United Kingdom described above.</i>	
SO ORDERED:	
5-22-06	
DATE	VICTOR MARRERO, U.S.D.J.